



**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

Case No. 05-21918-civ-Lenard/Klein

JAIME JALIFE)
)
Plaintiff,)
)
vs.)
)
ACE CAPITAL AND OTHERS)
UNDERWRITING AT LLOYD'S)
SEVERALLY SUBSCRIBING TO))
POLICY NO. A5BGLY170,)
)
Defendants.)
_____)

NOTICE OF FILING

Notice is hereby given that Plaintiff, JAIME JALIFE, by and through undersigned counsel, files the following:

1. Attachment 1 to Plaintiff's Response to Underwriters Motion to Dismiss or in the Alternative Transfer the Case.

Respectfully Submitted,

MOORE & COMPANY, P.A.
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/s/ Scott A. Wagner

Scott Wagner, Esq.
Fla. Bar No. 10244

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served
via US Mail on November 2, 2005 to all parties per the following service list:

STROUP & MARTIN, P.A.
Attorneys for Defendants
119 SE 12th Street (Davie Blvd.)
Fort Lauderdale, FL 33316
954-462-8808 (Telephone)
954-462-0278 (Fax)

/s/ Scott A. Wagner

Scott Wagner, Esq.

INSTITUTE SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of the Underwriters severally subscribing this insurance (the Underwriters) to pay any amount claimed to be due hereunder, the Underwriters, at the request of the Assured, will submit to the jurisdiction of a court of competent jurisdiction within the United States of America.

Notwithstanding any provision elsewhere in this insurance relating to jurisdiction, it is agreed that the Underwriters have the right to commence an action in any court of competent jurisdiction in the United States of America, and nothing in this clause constitutes or should be understood to constitute a waiver of the Underwriter's rights to remove an action to a United States Federal District Court or to seek remand therefrom or to seek a transfer of any suit to any other court of competent jurisdiction as permitted by the laws of the United States of America or any state therein.

Subject to the Underwriters' rights set forth above:

- (a) It is further agreed that the Assured may serve process upon any senior partner in the firm of:
MENDES & MOUNT (Attorneys), 750 Seventh Avenue, New York, N.Y. 10016
- (b) The above named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon the Underwriters' behalf in the event such a suit shall be instituted.
- (c) The right of the Assured to bring suit as provided herein shall be limited to a suit brought in its own name and for its own account. For the purpose of suit as herein provided the word Assured includes any mortgagee under a ship mortgage which is specifically named as a loss payee in this insurance and any person succeeding to the rights of any such mortgagee.
- (d) Further, pursuant to any statute of any state, territory or district of the United States of America which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office (the Officer), as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above named as the person to whom the Officer is authorized to mail such process or a true copy thereof.

If this clause is attached to a contract of reinsurance the terms insurance and Assured shall mean reinsurance and Reassured respectively.

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